

BEFORE THE HEARING BOARD
OF THE
ILLINOIS ATTORNEY REGISTRATION
AND
DISCIPLINARY COMMISSION

In the Matter of:

GEORGE LOUIS ACOSTA,

Attorney-Respondent,

No. 6200430.

Commission No. 2021PR00037

COMPLAINT

Jerome Larkin, Administrator of the Attorney and Registration and Disciplinary Commission, by his attorney, Richard Gleason, pursuant to Supreme Court Rule 753(b), complains of Respondent George Louis Acosta, who was licensed to practice law in Illinois on May 12, 1989, and alleges that Respondent has engaged in the following conduct, which subjects Respondent to discipline pursuant to Supreme Court Rule 770:

COUNT 1

(Conversion of \$18,452.42 of client funds – Maria Garcia Flores)

1. On September 24, 2017, Maria Garcia Flores (“Garcia Flores”) was involved in a motor vehicle collision in Aurora, Illinois. As a result of the collision, Garcia Flores sustained injuries and incurred medical expenses.

2. On October 17, 2017, Respondent and Garcia Flores agreed that Respondent would represent Garcia Flores in matters relating to the incident referred to in paragraph one, above. Respondent and Garcia Flores agreed that Respondent’s receipt of a fee would be contingent upon Garcia Flores receiving an award or settlement, and that Respondent would receive one-third of any recovery from the responsible party or their insurer as his fee, plus any costs or expenses that he incurred.

3. After commencing his representation of Garcia Flores, Respondent submitted medical pay benefits (“MedPay”) claims to Allstate, the insurance carrier for the owner of the automobile Garcia Flores was driving at the time of the September 24, 2017 collision. The MedPay claims Respondent submitted to Allstate were for medical charges incurred by Garcia Flores for treatment of her injuries sustained in the collision.

4. On January 26, 2018, Allstate, in partial payment of Garcia Flores’s MedPay claims, issued nine separate checks payable to Respondent’s law firm and Garcia Flores amounting to a total of \$14,475.84.

5. On February 2, 2018, Respondent deposited the nine checks referenced in paragraph four, above, into his client trust account at Chase Bank, with an account number ending in the four digits 2313 (hereinafter “Account 2313”). The account was entitled “George L. Acosta, LTD IOLTA Trust Account,” and was used by Respondent as a depository of funds belonging to Respondent’s clients, third parties, or, presently or potentially, to Respondent.

6. On February 3, 2018, Respondent wrote check number 3152 on Account 2313, payable to the order of Maria Garcia Flores, in the amount of \$2,000. On the memo line of check number 3152, Respondent wrote “Advance on net settlement proceeds from MedPay.”

7. On February 8, 2018, Garcia Flores, or someone on her behalf, negotiated check number 3152, and Garcia Flores received \$2,000.

8. On May 15, 2018, Allstate, in partial payment of Garcia Flores’s MedPay claims, issued two additional checks payable to Respondent’s law firm and Maria Mejia, Garcia Flores’s maiden name, amounting to a total of \$5,976.75.

9. On May 21, 2018, Respondent deposited the two checks referenced in paragraph 8, above, into Account 2313.

10. As of June 5, 2018, as a result of the transactions referenced in paragraphs four through nine, above, Respondent had deposited a total of \$20,452.59 in MedPay benefits checks relating to Garcia Flores into Account 2313, and had disbursed a total of \$2,000 of those MedPay funds to Garcia Flores. As of June 5, 2018, Respondent had not made any additional disbursements of Garcia Flores's MedPay funds to Garcia Flores or to any lienholders on her behalf and, therefore, as of June 5, 2018, Respondent was required to maintain at least \$18,452.59 in Account 2313 on behalf of Garcia Flores or lienholders.

11. On June 5, 2018, Respondent drew the balance in Account 2313 to \$0.17 by drawing checks on the account, or making other transfers, in payment of his personal or business obligations.

12. As of June 5, 2018, Respondent had used \$18,452.42 of Garcia Flores's funds for his own personal or business purposes, without notice to, or authority from, Garcia Flores or Allstate. Respondent's use of those funds constitutes conversion.

13. At the time Respondent engaged in conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

14. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Account 2313 to fall below the amount belonging to Maria Garcia Flores on June 5, 2018, thereby converting a total of \$18,452.42 that belonged to Garcia Flores or Allstate for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and

- b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly using a total of \$18,452.42 of Garcia Flores's funds for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT II

(Conversion of \$6,732.83 of client and funds – Ben Evangelista)

15. On February 6, 2017, Ben Evangelista ("Evangelista") was involved in bicycle collision in Algonquin, Illinois. As a result of the collision, Evangelista sustained injuries and incurred medical expenses.

16. In or about 2017, Respondent and Evangelista agreed that Respondent would represent Evangelista in matters relating to the incident described in paragraph 15, above. Respondent and Evangelista agreed that Respondent's receipt of a fee would be contingent upon Evangelista receiving an award or settlement from the responsible party or their insurer, and that RespondentAllstate would receive one-third of any recovery as his fee, plus any costs and expenses that he incurred.

17. On or about August 9, 2018, Evangelista and the at-fault driver agreed to a settlement of the matters referenced in paragraph 15, above, for a total settlement amount of \$234,534.44. Pursuant to the representation agreement referenced in paragraph 16, above, Respondent was entitled to receive no more than \$78,178.15 as his legal fee, plus an additional \$222.86 as reimbursement for costs or expenses relating to the representation, and Evangelista and lienholders were entitled to the remaining \$156,133.43.

18. On August 9, 2018, American Family Insurance, the at-fault driver's insurance carrier, issued check number 0000769932, which had been made payable to the order of Respondent's law firm and Evangelista in the amount of \$234,534.44.

19. On August 13, 2018, Respondent deposited check 0000769932, referenced in paragraph 18, above, into Account 2313. Respondent was required to maintain at least \$156,133.43, which was the amount of the recovery less Respondent's fees and expenses, in Account 2313 until he made disbursement of Evangelista's settlement proceeds to Evangelista and to any lienholders in satisfaction of liens.

20. On August 22, 2018, Respondent wrote check number 3179 on Account 2313, payable to the order of Evangelista in the amount of \$80,000. On the memo line on check number 3179, Respondent typed "B. Evangelista – Interim Distribution of net proceeds." On or about August 24, 2018, Evangelista, or someone on his behalf, negotiated check number 3179, and Evangelista received \$80,000 of his settlement proceeds.

21. On September 14, 2018, Respondent wrote check number 3181 on Account 2313, payable to the order of Blue Cross Blue Shield, in the amount of \$120.72. On the memo line, Respondent typed "Event #13387366 – Ben Evangelista subro, lien pay." Blue Cross Blue Shield was Evangelista's health insurance provider, and possessed an insurance subrogation lien in the amount of \$120.72 on Evangelista's settlement proceeds.

22. As of September 28, 2018, following the distributions described in paragraphs 20 and 21, above, Respondent had not distributed \$76,012.71 of Evangelista's settlement proceeds to Evangelista and any remaining lienholders and, therefore, was required to maintain at least \$76,012.71 in Account 2313 on behalf of Evangelista and the remaining lienholders. However, on September 28, 2018, Respondent drew the balance in Account 2313 to \$69,279.88 by drawing checks on the account, or making other transfers, in payment of his personal or business obligations.

23. As of September 28, 2018, as a result of the transactions referenced in paragraph 22, above, Respondent had used \$6,732.83 of Evangelista's remaining settlement proceeds for his own personal and business purposes, without notice to, or authority from, Evangelista or any remaining lienholders. Respondent's use of those funds constitutes conversion.

24. At the time Respondent engaged in the conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

25. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Account 2313 to fall below the amount then belonging to Ben Evangelista on September 28, 2018, thereby converting a total of \$6,732.83 that belonged to Evangelista and remaining lienholders for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly using a total of \$6,732.83 of settlement funds that belonged to Ben Evangelista for his own personal and business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT III

(Conversion of \$39,000 of client funds – Sammy Awad)

26. On or about March 4, 2016, Sammy Awad ("Awad"), a minor, was involved in an automobile collision in unincorporated Kane County, Illinois. As a result of the collision, Awad sustained injuries and incurred medical expenses.

27. In 2017, Respondent and Awad's parents agreed that Respondent would represent Awad in matters relating to the incident described in paragraph 26, above. Respondent and Awad's parents agreed Respondent's receipt of a fee would be contingent upon Awad receiving an award or settlement from the responsible parties and their insurers, and that Respondent would receive one-third of any recovery as his fee, plus any costs and expenses that he incurred.

28. On or about October 11, 2018, Awad and the at-fault driver agreed to a settlement of the matter referenced in paragraph 26, above, for a total settlement amount of \$117,000.00. Comprising the settlement amount was \$102,000 from the at-fault driver's insurance carriers, and \$15,000 from the at-fault driver personally. The handling of the settlement funds was subject to the Kane County Circuit Court's approval, as Awad was a minor. Pursuant to the court's order approving the settlement in case number 17 L 90, \$7,276.32 were to be paid to medical lienholders which had treated Awad for injuries Awad sustained in the incident referenced in paragraph 26, above, Respondent was entitled to receive \$29,250.00 as his legal fee, plus an additional \$1,403.68 as reimbursement for costs or expenses related to the representation, and Awad was entitled to the remaining \$79,070.00.

29. On October 23, 2018, State Farm, one of the at-fault driver's insurance carriers referenced in paragraph 28, above, issued check number 101120038J, which had been payable to the order of Respondent's law firm and Awad's parents in the amount of \$100,000.

30. On October 29, 2018, Respondent deposited check 101120038J, referenced in paragraph 29, above, into Account 2313.

31. On October 22, 2018, Travelers, another of the at-fault driver's insurance carriers referenced in paragraph 28, above, issued check number 89719921, which had been made payable to the order of Respondent's law firm and Awad's parents in the amount of \$2,000.

32. On November 1, 2018, Respondent deposited check 89719921, referenced in paragraph 31, above, into Account 2313.

33. On November 11, 2018, the at-fault driver issued check 2250, which had been made payable to the order of Respondent's law firm and Awad's parents in the amount of \$10,000.

34. On November 19, 2018, Respondent deposited check number 2250, referenced in paragraph 33, above, into Account 2213.

35. On December 26, 2018, the at-fault driver issued check number 2258, which had been made payable to the order of Respondent's law firm and Awad's parents in the amount of \$5,000.

36. On December 31, 2018, Respondent deposited check number 2258, referenced in paragraph 35, above, into Respondent's operating account at Chase Bank, which ended in the four digits 7580 ("Account 7580"). The account was entitled "George L. Acosta, LTD" and was an account into which Respondent deposited business and operating funds and from which Respondent paid business and operating expenses.

37. As of February 14, 2018, as a result of the transactions described in paragraphs 29 through 34, above, Respondent had deposited a total of \$112,000 into Account 2213, and as a result of the transactions described in paragraphs 35 through 36, above, had deposited a total of \$5,000 into Account 7580. From those amounts, Respondent paid \$7,276.32 to the lienholders, and, after his December 31, 2018 deposit of \$5,000 into Account 7580 referenced in paragraph 36, above, was entitled to no more than an additional \$25,653.68 as his fee and as reimbursement for expenses, leaving a total of \$79,070.00 to be distributed to Awad. As of that date, Respondent had not distributed any settlement proceeds to Awad's parents and, therefore, was required to maintain at least \$79,070.00 in Account 2313 on behalf of Awad. However, on February 14, 2019,

Respondent drew the balance in Account 2313 to \$40,070.00 by drawing checks on the account, or making other transfers, in payment of his personal or business obligations.

38. As of February 14, 2019, Respondent had used \$39,000 of Awad's settlement proceeds for his own personal or business purposes without notice to, or authority from, Awad or Awad's parents. Respondent's use of those funds constitutes conversion.

39. At the time Respondent engaged in the conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

40. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Account 2313 to fall below the amount then belonging to Samy Awad on February 14, 2019, thereby converting a total of \$39,000 that belonged to Samy Awad for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit, or misrepresentation by conduct including knowingly using a total of \$39,000 of Samy Awad's settlement funds for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT IV

(Conversion of \$3,854.10 client funds – Jennifer Bomicino)

41. On January 26, 2018, Jennifer Bomicino ("Bomicino") was involved in an incident at a Jewel Osco store located in Elgin, Illinois. As a result of the incident, Bomicino sustained injuries and medical expenses.

42. On November 9, 2018, Respondent and Bomicino agreed that Respondent would represent Bomicino in matters relating to the incident at Jewel Osco, referenced in paragraph 41, above. Respondent and Bomicino agreed that Respondent's receipt of a fee would be contingent upon Bomicino receiving a settlement or award from Jewel Osco or its insurers, and that Respondent would receive one-third of any recovery as his fee, plus any costs or expenses that he incurred.

43. On or about June 11, 2019, Bomicino and Jewel Osco agreed to a settlement in relation to the claim arising out of the January 26, 2018 incident, referenced in paragraph 41, above, for a total settlement of \$100,000. Pursuant to the representation agreement referenced in paragraph 42, above, Respondent was entitled to receive no more than \$33,333.33 as his legal fee, plus an additional \$1,322.36 for any costs or expenses relating to the representation. Respondent agreed to reduce his fee to \$32,899.48, and distribute \$39,000 to Bomicino. Costco, Bomicino's employer which provided Bomicino disability benefits following the January 26, 2018 incident referenced in paragraph 41, above, asserted a subrogation lien on the settlement funds, claiming it was owed the remaining \$26,778.16.

44. On June 14, 2019, Sedgwick, the insurance carrier for Jewel Osco, issued check number 02547207, which had been made payable to the order of Respondent's law firm and Bomicino in the amount of \$100,000.

45. On June 18, 2019, Respondent deposited check number 02547207, referenced in paragraph 44, above, into Account 2313.

46. On June 22, 2019, Respondent issued check number 3217 on Account 2313, payable to the order of Jennifer Bomicino in the amount of \$39,000.

47. On June 24, 2019, Bomicino, or someone on her behalf, negotiated check number 3217, and Bomicino received her \$39,000 share of the settlement proceeds.

48. As of July 30, 2019, following the distribution described in paragraph 47, above, Respondent had not distributed \$26,778.16 to the lienholder Costco, and, therefore, was required to maintain at least \$26,778.16 in Account 2313 on behalf of Bomicino for the benefit of the lienholder, Costco. However, on July 30, 2019, before making any disbursement to Costco in satisfaction of the lien, Respondent drew the balance in Account 2313 to \$22,924.06 by drawing checks on the account, or making other transfers, in payment of his business or personal obligations.

49. As of July 30, 2019, Respondent had used \$3,854.10 of Bomicino's remaining settlement funds for his own personal or business purposes without notice to, or authority from, Bomicino or Costco. Respondent's use of those funds constitutes conversion.

50. At the time Respondent engaged in the conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

51. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Account 2313 to fall below the amount then belonging to Bomicino, on July 30, 2019, thereby converting a total of \$3,854.10 that belonged to Bomicino for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly using a

total of \$3,854.10 of Bomicino's settlement funds for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT V

(Conversion of \$4,499.51 of client funds – Loretta Colosi)

52. On or about April 15, 2019, Loretta Colosi ("Colosi") was involved in a motor vehicle collision in Vernon Hills, Illinois. As a result of the collision, Colosi sustained injuries and incurred medical expenses.

53. On April 30, 2019, Respondent and Colosi agreed that Respondent would represent Colosi in matters relating to the incident referenced in paragraph 52, above. Respondent and Colosi agreed that Respondent's receipt of a fee would be contingent upon Colosi receiving an award or settlement from the responsible party or their insurer, and that Respondent would receive one-third of any recovery as his fee, plus any costs or expenses he incurred.

54. On July 18, 2019, Colosi and the at-fault driver agreed to a settlement of the claim arising out of the April 15, 2019 collision referenced in paragraph 52, above, for a total settlement of \$25,000. Pursuant to the representation agreement referenced in paragraph 53, above, Respondent was entitled to \$8,333.33 as his legal fee. However, Respondent agreed to reduce his fee to \$7,500, and waive reimbursement for costs and expenses. Colosi was entitled to \$7,500 of the settlement funds, and various lienholders were entitled to the remaining \$10,000.

55. On August 8, 2019, Lighthouse Casualty, the at-fault driver's insurance carrier, issued check number 46112, which had been made payable to the order of Respondent's law firm and Colosi in the amount of \$25,000.

56. On August 16, 2019, Respondent deposited check number 46112, referenced in paragraph 55, above, into Account 2313.

57. On August 23, 2019, Respondent issued check number 3223 on Account 2313, payable to the order of Colosi in the amount of \$7,500.

58. On August 27, 2019, Colosi, or someone on Colosi's behalf, negotiated check number 3223, referenced in paragraph 57, above, and Colosi received her \$7,500 share of the settlement proceeds. Following the payment, and taking into account Respondent's fees of \$7,500, Respondent continued to be entrusted with \$10,000 from the settlement proceeds that were due to Colosi's lienholders.

59. On September 11, 2019, Respondent issued check number 3226 on Account 2313, payable to the order of Northwest Community Hospital in the amount of \$5,000. Northwest Community Hospital possessed a lien on Colosi's settlement funds arising from medical treatment it provided to Colosi as a result of the April 15, 2019 collision referenced in paragraph 52, above. In the memo line of check number 3226, Respondent typed "Colosi – N.W. Comm. Hosp. Lien pay-off."

60. On or about September 18, 2019, Northwest Community Hospital, or someone on Northwest Community Hospital's behalf, negotiated check number 3226, referenced in paragraph 62, above.

61. As of October 23, 2019, following the distributions described in paragraphs 57 and 59, above, Respondent had not distributed \$5,000 to remaining lienholders and, therefore, was required to maintain at least \$5,000 in Account 2313 on behalf of Colosi and remaining lienholders. However, on October 23, 2019, Respondent drew the balance in Account 2313 to \$500.49 by drawing checks on the account, or making other transfers, in payment of his business or personal obligations.

62. As of October 23, 2019, Respondent had used \$4,499.51 of Colosi's remaining settlement proceeds for his own personal or business purposes without notice to, or authority from, Colosi or remaining lienholders. Respondent's use of those funds constitutes conversion.

63. At the time Respondent engaged in the conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

64. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Account 2313 to fall below the amount then belonging to Loretta Colosi on October 23, 2019, thereby converting a total of \$4,499.51 that belonged to Colosi for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly using a total of \$4,499.51 of Loretta Colosi's settlement funds for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

COUNT VI

(Conversion of \$14,375.61 of client funds – William Demmon)

65. On or about August 10, 2018, William Demmon ("Demmon") was involved in a bicycle collision in St. Charles, Illinois. As a result of the collision, Demmon sustained injuries and incurred medical costs.

66. On August 8, 2019, Demmon and Respondent agreed that Respondent would represent Demmon in matters relating to the incident referenced in paragraph 65, above. Demmon

and Respondent agreed that Respondent's receipt of a fee would be contingent upon Demmon receiving an award or settlement from the responsible party or their insurer, and that Respondent would receive one-third of any recovery as his fee, plus any costs and expenses he incurred.

67. On September 12, 2019, Demmon and the at-fault driver agreed to a settlement of the claim referenced in paragraph 65, above, for a total settlement of \$25,000. Pursuant to the representation agreement referenced in paragraph 66, above, Respondent was entitled to no more than \$8,333.33 for his legal fee, plus an additional \$214.39 as reimbursement for costs or expenses relating to the representation. Medicare, Demmon's health insurance provider which paid for medical treatment Demmon received as a result of the August 10, 2018 collision referenced in paragraph 65, above, asserted a subrogation lien on the settlement funds in the amount of \$1,576.18. Demmon was entitled to receive the remaining \$14,876.10.

68. On September 17, 2019, USAA, the at-fault driver's insurance carrier, issued check number 0026410249, which had been made payable to the order of Respondent's law firm and Demmon in the amount of \$22,537.22. USAA withheld \$2,462.78 of the \$25,000 settlement to resolve Medicare's lien on Demmon's settlement proceeds, referenced in paragraph 67, above.

69. On September 18, 2019, Respondent deposited check number 0026410249 into Account 2313.

70. At some time between September 7, 2019 and October 8, 2019, USAA paid Medicare \$1,576.18 in full satisfaction of Medicare's lien, referenced in paragraph 67, above.

71. On October 8, 2019, USAA issued check 0026614649, which had been made payable to the order of Respondent's law firm and Demmon in the amount of \$886.60, comprising the balance of funds due pursuant to the settlement agreement referenced in paragraph 67, above.

72. On October 16, 2019, Respondent deposited check number 0026410249 into Account 2313.

73. As of October 16, 2019, Respondent had deposited a total of \$23,423.82 into Account 2313 in connection with his representation of Demmon, and was due no more than \$8,547.72 as his fee and as reimbursement of expenses. As a result, as of that date, Respondent was required to maintain at least \$14,876.10 in Account 2313 until disbursement of Demmon's settlement proceeds to Demmon.

74. On October 23, 2019, prior to making any disbursement of Demmon's settlement funds to Demmon, Respondent drew the balance in Account 2313 to \$500.49.

75. As of October 23, 2019, Respondent had used \$14,375.61 of Demmon's settlement proceeds funds for his own personal or business purposes without notice to, or authority from, Demmon. Respondent's use of those funds constitutes conversion.

76. At the time Respondent engaged in the conversion of those funds, Respondent knew that he was using the funds for his own personal or business purposes, and, in doing so, he acted dishonestly.

77. By reason of the conduct described above, Respondent has engaged in the following misconduct:

- a. Failure to hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property, by conduct including causing the balance in Account 2313 to fall below the amount then belonging to William Demmon on October 23, 2019, thereby converting a total of \$14,375.61 that belonged to Demmon for his own personal or business purposes, in violation of Rule 1.15(a) of the Illinois Rules of Professional Conduct (2010); and
- b. Conduct involving dishonesty, fraud, deceit, or misrepresentation, by conduct including knowingly using a

total of \$14,375.61 of William Demmon's settlement funds for his own personal or business purposes, without authority, in violation of Rule 8.4(c) of the Illinois Rules of Professional Conduct (2010).

WHEREFORE, the Administrator requests that this matter be referred to a panel of the Hearing Board of the Commission, that a hearing be conducted, and that the Hearing Panel make findings of fact, conclusions of fact and law, and a recommendation for such discipline as is warranted.

Respectfully Submitted

Jerome Larkin, Administrator
Attorney Registration and
Disciplinary Commission

By: /s/Richard Gleason
Richard Gleason

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